



**AWAKENING JOY® TEACHER TRAINING  
TRAINEE NONDISCLOSURE AND LICENSE AGREEMENT**

Trainee Name \_\_\_\_\_

We are very pleased that you will be participating in the Awakening Joy Teacher Training program. As you know, the Awakening Joy course has been carefully developed and refined over the years, for optimum effectiveness through offering the teachings in the context of carefully designed group learning environments. Your training will include learning how to create and lead Awakening Joy groups and offer the course in ways that will preserve its integrity.

During the course of the training, I will share with you past and possibly future iterations of the Awakening Joy course, and additional materials and information developed specifically for the Awakening Joy Teacher Training program (the “Training”), including for example written materials, audio and video recordings, and one-on-one interactive training sessions (collectively, the “AJ Proprietary Information”). As part of the Training, you will be setting up and leading an Awakening Joy Support Group (“Support Group”) to offer an Awakening Joy course, which will include distribution of certain course materials and use of the Awakening Joy name in connection with the Support Group. Accordingly, this letter confirms the ways you may use the AJ Proprietary Information and Awakening Joy name, and how you agree to protect them, during the Training.

If you successfully complete the Training, we will give you a separate license agreement which will allow you to use certain course materials and the Awakening Joy name for the purposes of teaching the Awakening Joy course as a Certified Awakening Joy Instructor.

Please review the following carefully, and indicate your agreement to these provisions by signing where indicated. We will need your signed copy of this letter before the Training begins. You should also keep a copy of this letter for your records.

In consideration of receiving the Training, the promises and agreements set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, you agree to the following:

1. *Nondisclosure of AJ Proprietary Information.* The Awakening Joy course materials are protected by U.S. copyright registrations. You acknowledge that it is important to the integrity of the Awakening Joy course that course materials are offered in the context of participating in the Awakening Joy course as it has been developed. Accordingly, you agree not to disclose, publish, or disseminate AJ Proprietary Information to anyone, and you agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of AJ Proprietary Information. You agree to use AJ Proprietary Information solely for the purpose of participating in the Training. Except as set forth below with respect to your Support Group, you agree not to use AJ Proprietary Information otherwise for your own or any third party's benefit without my prior, written approval in each instance.
2. *Awakening Joy Trademarks.* The AWAKENING JOY® name is a U.S. registered trademark. The Awakening Joy name, logotype, website design, and imagery comprising the Awakening Joy website and materials (collectively, "AJ Marks"), are the exclusive trademarks and trade dress of the Awakening Joy program. Except as set forth below with respect to your Support Group, you agree not to reproduce, display, or otherwise use the AJ Marks, or to represent yourself as an official Awakening Joy instructor.
3. *Ownership.* All AJ Proprietary Information and AJ Marks, and any Derivatives thereof, whether created by you or myself, remains my property, and no license or other rights to them is granted or implied except as stated explicitly in this letter. For purposes of this agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, a translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; (c) for trademarks or trade dress, any confusingly similar marks; (d) for material which is protected by trade secret, any new material derived from such existing trade secret material; for (e) works of authorship not fixed in any tangible medium, any ideas or concepts derived therefrom, whether or not fixed in any tangible medium.
4. *License for Support Group.* In order to create and conduct your Support Group, you are hereby granted a nonexclusive, non-transferable, limited license to reproduce, distribute, adapt and perform certain Awakening Joy course materials and to use certain of the AJ Marks in solely in connection with your Support Group. The specific materials and marks that may be used for your Support Group will be identified during the Training. You agree to include on all course materials reproduced, displayed, adapted, or distributed to your Support Group participants the following notice:

© 2020 James Baraz. All rights reserved. Awakening Joy® is a registered trademark. These materials are provided for your personal use only. They may not be reproduced, shared online, or otherwise distributed to anyone else.

5. *No Warranty.* All AJ Proprietary information is provided "As Is," and without any warranty, express or implied, as to its accuracy or completeness.

6. *Termination.* You may end your participation in the Training before completing the Training by notifying me of your intention to do so. I may end your participation in the Training if, in my sole discretion, you are not meeting the requirements or quality standards for successful participation. In either case, there will no refund of the Training fee. At the end of the Training, or if your participation in the Training ends early, the license given herein will automatically terminate, and you agree that you will not make any further use of the AJ Proprietary Information or the AJ Marks. Your obligations not to disclose the AJ Proprietary Information or to use the AJ Marks will remain in effect even after this agreement terminates.
7. *Return of Materials.* Within five (5) business days of receipt of my written request, you will return to me all materials, prototypes, documents, records and copies thereof comprising or containing AJ Proprietary Information. For purposes of this Paragraph 7, the term "materials" includes all information fixed in any tangible medium of expression, in whatever form or format.
8. *Entire Agreement and Governing Law.* This agreement constitutes the entire agreement between us with respect to the AJ Proprietary Information and AJ Marks and supersedes all prior or contemporaneous oral or written agreements concerning such AJ Proprietary Information and AJ Marks. This agreement may not be amended except by written agreement signed by authorized representatives of both parties. This agreement will be governed by and construed in accordance with the laws of the State of California as such laws are applied to agreements entered into and performed entirely within California between California residents. If we need to communicate about this agreement, we will contact the other by mail or email at the addresses set forth below.

Thank you, and welcome to the Awakening Joy Teacher Training.

Sincerely,

\_\_\_\_\_  
James Baraz dba Awakening Joy  
661 Neilson St / Berkeley, CA / 94707  
ajoytraining@gmail.com

Date \_\_\_\_\_

**I understand and agree to all of the above:**

\_\_\_\_\_  
[Trainee signature]  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_

Date \_\_\_\_\_